

COLLECTOR FINDS UNSTAMPED OPIUM

Customs Inspectors Seize Two
Hundred and Fifty Tins of
Contraband Drug.

(From Sunday's Advertiser.)

Guided largely by that sixth sense the customs inspector develops after a time in Uncle Sam's employ, Deputy Collector Medeiros, and other sleuths of the department yesterday morning seized nearly \$10,000 worth of smuggled opium. It was the biggest find of the kind in many, many moons and Collector Stackable and his men are correspondingly elated. The collector is generous, however, and gives much of the credit to his deputies Medeiros and Taylor.

The seizure was made shortly before noon, the drug having been discovered after a long search, in a consignment of fish, brought in from San Francisco by the Oceanic liner Sierra. While Collector Stackable would not vouchsafe any information regarding the subject it is whispered in other quarters that the find will go a long way toward breaking up what is beginning to be considered an organized band of smugglers of the narcotic.

For months now the deputy collectors and inspectors attached to the local customhouse have been watching the incoming steamers from the coast, fired by the ambition to smash if possible the ring they believed was shipping the drug into Honolulu with almost every ship from San Francisco. Collector Stackable desiring to get on the ground early appointed Deputy Collector Medeiros to special duty in connection with the shipment believed to have been sent down here on the Sierra.

Nothing But Noise.
The officials had nothing but their noses and that well developed sixth sense to guide them. It is true that a letter from the secret service people in San Francisco had warned them that there was the possibility that the drug would come down on the Oceanic liner, but the letter came on the Sierra and was not in the collector's office until after the inspectors were hard on the job of locating the opium.

With Deputy Collector Taylor and inspectors Cameron, Short and Reeves, Medeiros got busy as soon as the Sierra pulled into her berth at the Oceanic wharf. All day Friday he and those with him worked trying to find some clue to the drug, but in vain. Medeiros came down bright and early yesterday morning and got to work again. This time he began checking off every package that came up from the latches of the big liner. It was believed that the drug had been sent down packed in barrels of dried fish and no less than fifty-nine barrels of fish, said Medeiros and his fellow workers open in their search. Finally they lighted upon the fact that seventeen packages in one consignment, part of which consisted of ten barrels of dried fish, had been missed in some way and Medeiros and Reeves and Taylor started a still hunt for them. Once found the rest was easy.

Find in Barrels.
In the first barrel opened there was found thirty-five of the stuff. Instantly the rest of the consignment was rushed over to the customs warehouse back of the collector's office and there with hammer and hatchet the workers got busy. Collector Stackable himself superintended the operations.

Harrel after barrel was opened and each gave up its secret without protest. In addition to the stuff packed in the barrels three five-pound coffee tins were found, each containing a quantity of opium, worth from five to ten dollars a pound. With opium at \$75.00 a tin and opium at an average of \$7.50 a pound the total value of the haul amounts to about \$10,000 in round figures.

Speaking of the find the collector said to a representative of The Advertiser, yesterday:
"That find is in a way the climax to the labor of many months. It began when I found out last summer that the price of opium in San Francisco was materially lower than the stuff will fetch here. That was the first hint that smuggling from the coast might be systematically carried on in coastwise vessels. Since that time, as everybody knows, we have had ample corroboration of that suspicion. Almost every steamer that comes in from San Francisco brings opium, but they will not do so much longer if the capture made by my men continue. Give the boys the credit. They have worked like Trojans and I wish that there was some way of giving them a substantial reward."

SHEEPSHEAD RACE TRACK IS DOOMED

NEW YORK, December 23.—The historic Sheepshead Bay race track is to be taken from the control of the Coney Island Jockey Club. This is taken to mean that the club's members have abandoned all hope for the repeal of the owners' liability law, which might put racing in New York State again on a firm basis. The track will be made into an athletic field, especially adapted for automobile racing, aviation and motor boating. Eventually the property will be cut into building lots. The track contains about 400 acres in the heart of Sheepshead Bay, a condition that will make it valuable as a residential section.

Alan Lantry and Ray Hilditch are both members of the Coney Island Jockey Club.

HONOLULU WED CHINESE WED IN ANCIENT MANNER

Parents of the wedding bride to her home on the Two plantations, Char A. On, manager of the Henry's Photo studio, at Hotel street, yesterday took to himself, according to the ancient customs of his race, Lin Ken Yuen.

Char A. On worked for this paper for several years as a carrier. He is a native born Honolulu, as is his bride.

After the ceremony at the bride's home On came back to the city where his society, the Ket On, made a dinner in his honor. That dinner was a wonder. It ran far onward like the celebrated break, and its course was marked by many Chinese good things to eat. For a starter there were fish—delicious—chicken in different styles, bird's nest soup, shark fin, chop suey, chow mein, stuffed boneless duck, fruits, sherberts and so forth, ad lib.

While the bridegroom was being feted by his friends the bride was being honored at a dinner at Mr. On's home on Liliha street. It was a dainty feast. That done she and her friends went to the society house and there were greeted with a fireworks display. Following that there was a formal reception for the friends of the bride and bridegroom, during which the bride passed about tiny cups of fragrant tea to the guests who all drank to the health of the newly made Mrs. On.

STAGELAND PEOPLE IN REAL SCENE

Miss Phenie Edwards Becomes
Bride in Little Church
at Waikiki.

In the "little church around the corner" from Waikiki—St. Augustine's Catholic Chapel—a pretty wedding among stageland people took place yesterday afternoon at four-thirty; Miss Josephine Edwards, the leading lady of the Hughes Musical Comedy Company, becoming the bride of Homer K. Smith of Hockton, California.

Not often have there been weddings in Honolulu with stageland people playing the leading roles. But yesterday the real scene was set with a real church interior, with a real altar and with organ music in keeping with the reality of the occasion. There was much in the ceremony, partaking of the simulated scenes in which the leading lady and her friends had taken part behind the footlights.

There was the altar dim in its deep recesses, with the shadows of the late afternoon slanting across the chancel; there was the priest in vestments with fingers raised above the kneeling couple and their attendants; there was the audience, for once not posing, but natural and deeply interested in the ceremony which was taking one of their number out of the glare of the behind the footlights.

To the music of a wedding march the bride and groom entered the chapel, the bride in a white gown, the groom in a tuxedo. The ceremony was simple and beautiful, with a bright, cloudless sky, indicative of their future lives.

Following the ceremony Mr. and Mrs. Homer Smith were the guests of honor at a wedding supper at the Waikiki Inn, covers being laid for thirty. The members of the Hughes company presented the couple with a handsome silver loving cup, while fifty friends of the groom presented the bride with a complete \$300 gold silver service set. Mrs. Smith will remain with the company to the end of its Honolulu engagement, when she will retire from the stage.

A STITCH IN TIME

Honolulu People Should Not Neglect
Their Kidneys.

No kidney ailment is unimportant. Don't overlook the slightest backache or urinary irregularity. Nature may be warning you of approaching dropsy, or fatal Bright's disease. Kidney disease is seldom fatal if treated in time, but neglect paves the way for serious kidney troubles. Don't neglect a lame or aching back another day. Don't ignore dizziness, irregular or discolored urine, headache, weariness or depression. Begin treating the kidneys with the reliable, time-tested remedy, Doan's Backache Kidney Pills. For 25 years, Doan's have been curing sick kidneys and curing permanently. Endorsed by Honolulu people.

B. T. White, Pearl City, Oahu, Honolulu, Hawaii, says: "I am nearly two years of age and suffered from backache and kidney disease for eight years. I have given Doan's Backache Kidney Pills a fair trial and have been greatly benefited that I heartily recommend them to other kidney sufferers."

Doan's Backache Kidney Pills are sold by all druggists and storekeepers at 50 cents per box (six boxes \$2.50) or will be mailed on receipt of price by the H. B. Doan Drug Co., Honolulu, while only agents for the Hawaiian Islands.

Remember the name, Doan's, and look for the name on the wrapper.

REPORT ON HILLO HARBOR PROPOSES MODIFICATIONS

Major Wooten, Corps of Engineers, Finishes His
Resurvey and Cites Commerce Figures
Showing Port's Importance

The official report of Major Wooten, U. S. A., Corps of Engineers, who is in charge of the survey work at Hilo harbor, has been completed and will be forwarded to the chief engineer of the army at Washington by the next mail, through the division engineer at San Francisco.

This report by Major Wooten deals in detail with all of the work on the breakwater and harbor and also goes into details of the traffic at Hilo under the title of a resurvey of the harbor of Hilo, as authorized by a clause in the Rivers and Harbors Act of congress approved last February, to determine whether a modification of the adopted project can be made which will increase the commercial facilities of the harbor without increasing the original cost of the work.

Major Wooten's report, which is of the greatest interest, not only to the people of Hilo, but to the industries and business men of the entire Territory, is in part as follows:

"The approved project adopted by congress March 2, 1907, provides for the construction of a rubble breakwater about 7900 feet long at an estimated cost of \$1,700,000.

"After the project was adopted, a slight change was made in the line of the breakwater, the terminus remaining the same, which increased the length by 470 feet, but decreased the tonnage of rock by over 100,000 tons. The total amount of rock required to construct the breakwater will be approximately 931,000 tons, of which 208,000 have been placed and 245,000 tons will be placed under existing contracts, leaving a balance of 477,000 tons to be provided for by future appropriations.

"The average cost of rock already placed or contracted for has been \$2.49 per ton, including supervision and all other expenses. At this unit of cost, \$1,155,308 will be required for work in addition to that already contracted for, to complete the approved project. This amount is \$555,308 more than the original estimate.

"The increased cost is due, in part, to the scarcity of suitable rock near the breakwater site, but mainly to the fact that under the three separate appropriations which have been made, three contracts have been let to three contractors, each supplying a separate plant which had to be paid for out of the respective appropriations, none of which were sufficient to warrant the purchase of a plant that could do the work economically.

Plans Modified.
"When the original project was adopted it was proposed to build wharves in front of the built up portion of the city which lies along that part of the shore to the west of the railroad wharf shown on the accompanying map. This intention has been abandoned, owing to the fact that the thirty foot contour is 3000 feet from the shore in that vicinity, and any dredged slips in the sandy bottom would be costly to maintain owing to the rapidity with which the littoral currents in that part of the bay would fill them up.

"When the Hilo Breakwater project was adopted most of the vessels running to Hilo could freely enter Kulo Bay. The size of the deep sea steamers of the American-Hawaiian line and the Matson Navigation Company, running to Hilo, has since increased up to 710 and 470 feet in length, respectively. The smaller steamers of these companies can now enter, but it will be a serious risk for the larger ones to do so, owing to the fact that the entrance is blocked by the coral reef shown on the map. The risk is considered so serious that it is unlikely that the larger vessels will use the bay unless the obstructing reef is removed. In spite of this, however, Kulo Bay offers such advantages over the rest of the harbor that the Hawaiian Legislature has appropriated \$200,000 of loan funds to build a wharf fronting on this bay. This money has been borrowed and is now available.

Wharf Plan Exploited.

"The harbor commission has adopted plans for the structure to be built with this money, calling for a wharf 200 feet wide and 1100 feet long, with necessary storage sheds and freight handling machinery; also for dredging alongside of the wharf to a depth of thirty-five feet. Plans and specifications are about completed, to enable the letting of a contract for the construction of this wharf. The wharf will probably be completed within about eighteen months of the date of this report. The Hilo Railroad Company will extend its tracks to this wharf. The wharf will be owned by the Territory and terminal facilities will be extended to all on equal terms.

"Altogether 2525 feet of the breakwater have been completed and approximately 1600 feet of the substructure have been laid beyond the completed portion of the breakwater. The protection from the breakwater already constructed is now felt as far away from the breakwater as the Hilo Railroad wharf, which is the only wharf now in this port. The protection afforded to Kulo Bay by the completed portion of the breakwater is markedly apparent already, and when the breakwater is finished it is evident from the map that the protection of this site will be the most complete that is furnished to any part of the harbor. It is believed that if the entrance to Kulo Bay is improved by removing the shoals, this bay will for some years be the only port of the harbor which the larger vessels will find it necessary to use. As evidence of the desirability of this improvement, the following commercial data is given:

Sugar Production of Hawaii.
1901.....122,000 tons

1905.....	126,000 "
1906.....	137,000 "
1907.....	143,000 "
1908.....	180,000 "
1909.....	172,000 "
1910.....	152,000 "
1911.....	193,000 "

"Sugar produced within the territory adjacent to Hilo (all of which would be shipped via Hilo if there were a wharf for large, deep water vessels at Hilo) during 1911, up to September 30, 148,000 tons.

"Of the above 148,000 tons there were shipped abroad via Hilo harbor, 98,000 tons, and via Honolulu, 50,000 tons.

"Of the 50,000 tons now shipped via Honolulu, there are under contract to be shipped via Hilo, as soon as the railroad extension reaches the plantations (at some date between July 1, 1912, and February, 1913), 25,000 tons.

"As soon as rail connection reaches the remaining plantations they will in all probability also ship via Hilo.

Method of Handling.

"By lighter, direct from plantations, 25,000 tons.

"By cable over the bluffs, to Inter-lake steamers, thence direct to ships lying in Hilo harbor, 45,400 tons.

"By rail to Hilo, thence by lighters to ships in harbor, 27,000 tons.

"All of the 50,000 tons of sugar which is shipped via Honolulu comes out by cable over the bluffs, into coasting steamers. All of this will probably be shipped direct from Hilo as soon as railroad and harbor facilities are provided.

Merchandise Imports.

"In the absence of definite statistics, the rule, as shown by statistics on the Oahu and Hilo railroads, is, that for each ton of sugar which comes out of a plantation district, there are approximately two tons of merchandise supplies going in. Applying this rule would give merchandise going into territory adjacent to Hilo during 1911, to September 30, approximately 296,000 tons, or a total of exports and imports to that date, of 444,000 tons.

Railroad Extension.

"Assurances were given the board of engineers and the river and harbor committee, when the project was first under consideration, that if the breakwater were built, assuring a protected harbor, the Hilo Railroad would be extended to adjacent districts. This assurance has been made good by the building, and contracting for building, of thirty-nine miles of standard gauge track, viz: seven miles south of Hilo and thirty-two miles north of Hilo. Of this mileage, twenty miles is completed and the remainder under construction to be completed February, 1913.

"The actual cost of these extensions is estimated at approximately \$3,000,000. Approximately \$1,800,000 of this has been spent.

Important Work.

"The reefs at the entrance of Kulo Bay are composed of dead coral and sand. To dredge material of this class will probably cost 60 cents per yard. The estimated cost of the improvement is therefore:

"Dredging 115,000 yards at 60 cents.....	\$69,000.00
"Superintendence and contingencies.....	7,000.00
Total.....	\$76,000.00

"It is recommended that the improved project be modified so as to include dredging to a depth of thirty-five feet at the entrance of Kulo Bay within the shaded limits shown on the map, and that the breakwater be continued along the approved lines as far as can be done without increasing the original limit of cost of the work.

"Inasmuch as Kulo Bay lies closer under the lee of the breakwater than the part of the harbor at which it was originally contemplated that wharves would be built, it is believed that the protection afforded by building the breakwater to the point 'G,' which is the point to which it can probably be carried if this modification is adopted, will be ample.

"Neither the establishment of terminal facilities, the development and utilization of water power for industrial and commercial purposes, nor any other subject not considered herein are so related to the project for improvement of navigation at this locality herein recommended as to be coordinated in a logical and proper manner with the project to lessen the cost thereof and to compensate the government for expenditures made in the interest of navigation."

AUSTRALIAN BOYS ARE HAVING SUCCESSFUL TRIP

SAN FRANCISCO, December 16.—The Young Australia league boys, who arrived here some months ago from the antipodes and played a series of baseball and football games in this vicinity, are having a successful tour in the Northwest and are at present at Tacoma.

Since leaving here the team has become expert at baseball and has been winning the majority of the games in the Northwest. When in this city the team showed a remarkable lack of knowledge of the game, but with practice and coaching it has rounded into a really expert team.

Recall Jeffrey, manager of the team, arrived from the north yesterday and left for Los Angeles last night. The boys will arrive in this city about January 5 and will leave the following week for Chicago. A series of field ball games will be played by the team in the East, arrangements having been made for their appearance at Chicago, Pittsburgh, Baltimore, Washington, Philadelphia and New York. The whole organization will then go to Europe and after leaving that country will travel to Australia, where the team is due on May 30.

BRIEFS FILED IN HOMESTEAD CASES

Territory Sets Forth Evidence
of Alleged Intention to
Defraud.

(Mail Special to The Advertiser.)

HILO, December 23.—The briefs of the Territory in the famous Kaiwili homestead cases have been submitted by Deputy Attorney General Smith. The one in the case of Henderson is particularly long and detailed, covering forty-six typewritten pages.

The brief enters into the various phases of the homestead question in general as well as covering facts concerning merely the case at hand. Thus, the question in regard to the number of trees growing on the lot, regarding which there was great divergence in the testimony, is covered in detail, and the following conclusion is reached:

"It is the Territory's contention that, even assuming that Henderson could count and rely upon his trees growing in the gulch, yet he has not the requisite number or anywhere near the requisite number of growing trees, and this irrespective of their location."

The greatest stress is, however, placed on the agreements entered into between the plantation and the homesteader for the cultivation of the lot. After dwelling for some pages on the written contracts, the brief goes on as follows:

Henderson's Contract.

"Throughout the entire written contract, the apparent intention is that the homesteader shall at least attempt to cultivate his own homestead, not that the plantation should do so. Only in case the homesteader became unable or failed later on to do the cultivating himself was the plantation to take possession, apparently. But along with this contract came the written request dated the same day, and, from the evidence, apparently signed at the same time, stating that the homesteader is at present unable to cultivate all his lot, and requesting the plantation to furnish him with men and mules to do so and promising to pay for the same on completion of 'harvesting of my crop of cane,' showing that at the time of signing the contract it was not contemplated by either party that the homesteader should do the cultivating."

"Henderson testified at the hearing that whether before or after the signing of the contract and request, he was not quite sure at first (he later stated that it must have been afterwards) but otherwise he thinks he would not have signed the written contract, he made another and verbal agreement with the plantation, into which his counsel states the written agreement and request were merged. This verbal agreement was, it appears from the evidence, made on the same day and apparently at the same time with the others. Under this 'merged' the plantation, as Henderson put it, agreed to pay him \$5 per acre per year and was to do all the work, exercise all the supervision as to how, when and where the cane should be planted, cultivated, cut or milled."

"The homesteader's sole interest, as he himself stated, lay in getting his \$5 per acre per year. He also testified that he was to get this \$5 whether the plantation cut any cane that year, whether the entire crop proved a failure, or whether indeed any cane was planted at all by the plantation. Henderson stated that he had received no money from the plantation, but had, he thinks, been credited on the plantation books with about \$500 to date, which would be \$5 per acre for the four years from July 24, 1907, to July 24, 1911. He stated also that the same contract is still in force."

"He also testified that he had not the remotest idea how much cane had been at any or at all times cut from his homestead since he acquired his freehold agreement; that he did not know how much fertilizer, if any, had been used or how much it cost; that he did not know what the labor or any of it cost; that he did not know how much sugar was made from the cane or how much it was worth; in short, that he did not know any of the details whatsoever connected with the cultivation beyond the fact that by his agreement he was to receive this regular stipend, no matter what happened, and that he thinks this stipend has been credited to him on the plantation books."

"In short, the plantation has somehow acquired full control over all the planted area which includes all but the house lot and the gulch sides."

Keyhole Putty Evidence.

Many pages are also devoted to the question as to whether Henderson's residence claim is good. In this connection the testimony of the various witnesses is reviewed, including that of Oorio, with regard to the plugging the Henderson house keyhole with putty, which made somewhat of a sensation at the time of the hearing. Regarding this the brief says:

"It is in no way disproven by the fact that Henderson's witnesses three years later claim that they were able to find in the lock nothing but the remains of mud-wasp nests. Oorio himself stated that he dug out all he could get."

"It is the Territory's contention that every circumstance, without a single exception, points inevitably to the conclusion that this man," says the brief, "when he went to the place to begin his abode, intended to remain there not less than a year, and that he never for a moment gave up his intention to return to the plantation home when his two years were up. His good faith may have exceeded that of the proverbial grain of mustard, but he did not have the kind of intent required by the statute."

De Souza Case Also.

The brief in the de Souza case is much shorter, owing in the main to the fact that in the discussion of a number of the points therein the points

MISS COOPER WEDS REVENUE OFFICER

Beautiful Ceremony Celebrated
When She Becomes Mrs.
Pine at Cathedral.

Miss Ysabel Georgette Cooper, daughter of Judge and Mrs. Henry E. Cooper, became the bride of Lieutenant James Pine, of the United States Revenue Cutter Service at half past eight o'clock last night in St. Andrew's Cathedral. The Episcopal ritual was read by the Right Reverend Henry Bond Westrick. The church was decorated with palms and ferns, wreaths of Christmas greens and holly berries and branches of poinsettia. In every other detail the general color scheme of yellow and white was carried out. On the altar in tall brass vases were branches of white flowers. The church was filled with the friends of both bride and bridegroom.

To the strains of Mendelssohn's Wedding March, the bridal party entered the Cathedral. First came two dainty little flower girls, Sibyl Hocking and Loy McQuinn, in fairylike dresses of gold embroidered yellow chiffon over sheer pink and shimmering silk of the same shade—gilded shoes. Wreaths of gold leaves on the hair completed their costumes. Each carried over the left shoulder a long handled gilded basket filled with golden-eyed daisies.

Following them came the bridesmaids with attendant waiters, Miss Florence Curry and Lieutenant Waddington, Miss Florence Hoffman and Lieutenant Baughman, Miss Helen North and Lieutenant Horner, Miss Bertha Koopke and Lieutenant Vaughan, Miss Alice Cooper and Lieutenant Price. The bridesmaids were gowned in beautiful yellow chiffon costumes made alike. Each carried a wand bound in yellow satin and at the top a graceful bow of white tulle held a flaming bunch of marguerites.

The bride was preceded by Miss Irene Cooper, her twin sister, as maid of honor. Her gown, like those of the bridesmaids was of yellow chiffon heavily embroidered in gold. The bride came leaning on the arm of her father, her exquisite gown was of white silk crepe de chine, trimmed with quantities of real lace. The train was long and square cut and she wore a wreath of orange blossoms from which fell a long veil almost to the ground. A graceful shower bouquet tied with knots of tulle was carried on her arm.

On reaching the steps of the chancel the ushers, who were in full dress uniform, stepped to the left of the main aisle. The bridesmaids to the right, allowing the bride and her maid of honor to pass through to meet the groom and Lieutenant Blair, the best man, who were waiting with Bishop Westrick. At the conclusion of the service, the bride and groom, accompanied by the maid of honor and best man, proceeded to the altar rail, where the marriage ceremony was completed.

As the newly wedded pair turned to leave, after signing the register, the bridesmaids and ushers crossed staffs and swords, thus forming an archway, through which the bride and groom, followed by the maid of honor and best man, and the little flower girls, passed, and one by one the others fell into line.

After leaving the church, the bridal party and some of the intimate friends motored to the home of Judge and Mrs. Cooper, where a reception was held for the fifty or so guests.

The honeymoon will be spent at the Coopers' country home at the Peninsula and when the pair returns to town Lieutenant and Mrs. Pine will occupy the attractive bungalow belonging to Mr. and Mrs. C. M. V. Forster on College Hill.

Bishop Westrick married Judge and Mrs. Cooper in San Diego, they having lived there some years ago.

MISS CHESBROUGH IS COAST GOLF CHAMPION

Miss Edith Chesbrough won the title of woman's Coast golf champion by defeating Mrs. J. R. Clark three up and one to play in the final round at the Ingleside links of the San Francisco Golf and Country Club.

The class of golf exhibited by both players was far below their best standard though the match held interest until the closing holes. The ultimate winner started off very badly and was three down in the sixth hole, but improved as the match progressed and played steady golf after turning for home. Mrs. Clark, on the other hand, played her best golf in the early holes, losing five straight holes after the turn.

In driving and approaching Miss Edith Chesbrough excelled, but failed in a marked degree when once the green was reached, and has rarely shown to such poor advantage.

is referred to the Henderson case brief. The most interesting point of difference lies in the testimony regarding the Souza contract with the plantation, which was in all material respects identical with that of Henderson.

"A further fact, however, should be noted," says the brief, "namely, that during a portion of the period when, as de Souza and his witness testified at the prove-up, and also in their preliminary examination at the hearing, de Souza claimed to be planting this cane for himself and working himself with labor hired from the plantation, it appears that he was actually working upon this homestead with other members of a plantation gang under the plantation's orders—hired by the plantation as a day laborer to cultivate his own cane."

"He stated on the stand that he swore in his prove-up papers that he was cultivating the cane himself with hired help, because he thought it would better enable him to get his patent. Clearly there can be no assertion that this man did not realize what the law meant when it provided that he should 'reduce to cultivation and have under cultivation' a certain per cent of this land. De Souza endeavored not only to prove-up, but during the hearing, to convey the impression that it was he who was cultivating this homestead for his own use and benefit and that control throughout was in him."